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Attorneys for Defendant

UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

PORTLAND DIVISION

ZOE HOLLIS individually and on behalf of all
others similarly situated

Case No.: 3:21-cv-00965-YY

Plaintiff,

v.

**DEFENDANTS' OFFER OF
JUDGMENT**

R & R RESTAURANTS, INC dba SASSY'S,
an Oregon corporation; STACY MAYHOOD,
an individual; IAN HANNIGAN, an individual;
and DOES 1 through 10, inclusive,

Defendants.

Pursuant to FRCP 68, Defendants R & R Restaurants, Inc. d/b/a Sassy's, Stacy Mayhood, Ian Hannigan, and Does 1-10 ("Defendants") offer to allow judgment to be taken against it by Plaintiff Zoe Hollis ("Plaintiff") in the total amount of Ten Thousand Dollars (\$10,000.00) on all causes of action in Plaintiff's First Amended Complaint, exclusive of reasonable costs and fees incurred by Plaintiff on or before the date of this offer. The entitlement to and amount of potentially recoverable reasonable costs and fees incurred on or prior to the date this offer was made, if any, shall be determined by the Court upon application by Plaintiff.

Plaintiff may accept this offer by serving written notice of acceptance within fourteen (14) days after service of this offer. Payment of any judgment resulting from this offer will be subject

to all withholdings that are required by law. Pursuant to FRCP 68 and Evidence Rule 408, if this offer is not accepted within fourteen (14) days it shall be deemed withdrawn and evidence thereof shall not be admissible except in a proceeding to determine reasonable costs and fees.

This Offer of Judgment is for settlement purposes only and does not constitute an admission as to the validity of Plaintiff's claims. If this Offer of Judgment is not accepted and filed within the time prescribed in FRCP 68, this Offer shall be deemed withdrawn, and shall not be given in evidence at trial and may be filed with the Court only after the case has been adjudicated on the merits and only if Plaintiff fails to obtain a judgment more favorable than this Offer. In such case, Plaintiff shall not recover costs, prevailing party fees, disbursements, or attorney fees incurred after the date of the offer, but Defendants shall recover from Plaintiff their costs and disbursements from the date of the service of this Offer.

DATED this 3rd day of September, 2021.

LITTLER MENDELSON P.C.

By /s/ Anthony D. Kuchulis
Anthony D. Kuchulis, OSB No. 083891
akuchulis@littler.com

Attorneys for Defendants

DEFENDANTS'
OFFER OF JUDGMENT IS
HEREBY ACCEPTED:

Attorney for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on September 3, 2021, I served the foregoing **DEFENDANTS'**

OFFER OF JUDGMENT on the following parties:

S. Amanda Marshall
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by the following indicated method(s) set forth below:

- ☒ **Electronic Filing using the Court's ECF System**
- ☒ **Email**
- ☐ **Hand Delivery**
- ☐ **First-class mail, postage prepaid**

/s/ Sam Arney
Sam Arney